

Offering Memorandum  
January 31, 2007 as amended

**FINVEST PRIMER, LP**

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**LIMITED PARTNERSHIP INTERESTS**  
Minimum Investment -- \$500,000

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Finvest Primer, L.P. (the "Partnership") is a Delaware limited partnership which seeks above average capital appreciation with a low correlation to the S&P 500 and NASDAQ 100 Indexes. It invests primarily in long and short positions in equity securities traded in the U.S. markets, and in options on such securities. A core investment strategy of the Partnership is to write out-of-the-money put options. It also may use margin borrowings to leverage its returns.

Finvest Asset Management, LLC is the General Partner of the Partnership. Its investment process is opportunistic and concentrates on achieving maximum appreciation through active and aggressive trading strategies. Investment in the Partnership therefore involves substantial risk and may be considered speculative.

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THE LIMITED PARTNERSHIP INTERESTS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF BY AN INVESTOR WITHOUT THE PRIOR WRITTEN CONSENT OF THE GENERAL PARTNER.

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This Offering Memorandum has been prepared in connection with the private placement of Limited Partnership Interests of the Partnership and does not constitute an offer or solicitation by anyone in any jurisdiction in which such an offer or solicitation is not authorized or in which the making of such an offer or solicitation would be unlawful. This Offering Memorandum constitutes an offer only if a name and offering memorandum number appear below.

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Name of Offeree

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Offering Memorandum Number

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Any reproduction or distribution of this Offering Memorandum, in whole or in part, by any person other than the recipient from the Partnership, is prohibited. By accepting this Offering Memorandum, the recipient agrees to return the same promptly in the event of a decision not to make an investment in the Partnership.

## SUMMARY OF THE OFFERING MEMORANDUM

THIS SUMMARY IS FOR CONVENIENCE ONLY AND DOES NOT PURPORT TO BE A COMPLETE DESCRIPTION OF THE INFORMATION CONTAINED IN THE OFFERING MEMORANDUM AND THE TERMS OF THE PARTNERSHIP AGREEMENT.

- Partnership:** Finvest Primer, L.P. is a Delaware limited partnership.
- Investment Objectives:** The Partnership's investment objective is above average capital appreciation with a low correlation to the S&P 500 and NASDAQ 100 Indexes. It invests aggressively both long and short, primarily in equity securities traded in the U.S. markets and in options on such securities. A core investment strategy of the Partnership is to write out-of-the-money puts, accrue premium on the puts for the account and benefit of the Partnership, and allow the puts to expire worthless through the natural decay of premium over time. The Partnership may also use margin borrowings to leverage its returns. At any time the Partnership may be fully invested and may be 100% (or more) net long or as much as 100% net short. Portfolio turnover rates may vary from year to year and at different times during the same year, and will be relatively high.
- The Partnership Agreement does not limit the types of positions the Partnership may take, the concentration of its investments (by sector, industry, capitalization, company, or asset class), or the number or extent of its short positions. The Partnership will make a wide variety of investments, including not only common stocks and options, but also other related derivative investments, bonds, debentures and other debt securities, funds with similar risk profiles, preferred stocks, and cash equivalents. The General Partner attempts to limit the volatility of the Partnership's portfolio by diversification, use of short sales and option investments.
- General Partner:** Finvest Asset Management, LLC is the General Partner of the Partnership.
- Allocations of Profits and Losses:** The profits and losses of the Partnership for each accounting period are allocated to the Partners *pro rata* in proportion to the values of their capital accounts at the beginning of the period, subject to the General Partner's incentive allocation described below.
- The profits and losses for any period will reflect unrealized profits and losses on the value of the Partnership's assets during the period, as well as realized capital gains and losses, dividends, and interest during the period.
- Fees and Expenses:** The Partnership bears all expenses of its organization and operation, including management fees, expenses incurred in the purchase and sale of its investments, legal expenses, and accounting fees, as determined by the General Partner.
- Incentive Fee:** The General Partner receives an annual management fee equal to 1.75% of each Limited Partner's capital account, payable quarterly in arrears. Contributions during a quarter are subject to a prorated management fee. The General Partner also receives an incentive allocation at the end of each calendar quarter equal to 20% of the net capital appreciation of each Limited Partner's capital account during such quarter. The incentive allocation is payable only if, and to the extent that, the net capital appreciation of a Limited Partner's capital account for the quarter exceeds any net capital depreciation accumulated in prior quarters. If a Limited Partner withdraws all or a portion of its capital account on a date other than the last day of a calendar quarter, an incentive allocation will be made on the amount withdrawn for the period from the end of the preceding quarter to the date of withdrawal.
- Withdrawal Rights:** A Limited Partner may withdraw amounts from his or her capital account balance as of the end of any calendar quarter, by giving at least 30 days prior written notice to the General Partner with the distribution of such amounts to be effected 30 days after the end of the relevant calendar quarter. A continuing Limited Partner must maintain a minimum capital account of \$500,000 (or such lesser amount as may be permitted by the General Partner).
- The General Partner may require any Limited Partner to withdraw from the Partnership, or reduce his or her Interest in the Partnership, at any time.

When a Limited Partner withdraws entirely from the Partnership, 10% of the amount withdrawn may be retained up to 120 days until final reconciliation of the Partnership's net asset value. The Partnership may pay all or a portion of any withdrawal by distribution of portfolio securities.

<b>Transaction Fee:</b>	A fee may be charged to a Limited Partner in connection with substantial capital contributions or withdrawals by the Limited Partner, to ensure that the portfolio transaction costs incurred in connection with the investment or disposition of portfolio securities will be allocated to the Limited Partner.
<b>Term:</b>	The Partnership will terminate on December 31, 2051, but may be terminated sooner under certain circumstances such as the withdrawal of the General Partner.
<b>Risk Factors:</b>	Investment in the Partnership involves significant risk factors. The Partnership has a short operating history, and no assurance exists that it will achieve its investment objective. In addition to the risks always associated with investment in equity securities, the General Partner's investment strategies involve a variety of other risks. Potential investors should carefully consider the information under "Who Should Invest; Subscriptions and Withdrawals," "Certain Risk Considerations" and "Taxation."
<b>The Offering:</b>	<p>The Partnership conducts a continuing offering of Limited Partnership Interests, which are offered and sold to up to 100 investors. The Partnership accepts as Limited Partners only "accredited investors" (as that term is defined in Regulation D under the Securities Act of 1933, as amended (the "Securities Act")) who are "qualified clients" (as that term is defined in Rule 205-3 under the Investment Advisers Act of 1940, as amended (the "Investment Advisers Act")), and who invest at least \$500,000 in the Partnership (subject to such exceptions as the General Partner permits). The entire subscription payment for Partner's Interest is due in full at the time of execution of the Subscription Agreement. See "Terms of the Offering." The General Partner reserves the right to terminate this Offering at any time. After admission to the Partnership, a Limited Partner may make additional purchases of Interests of at least \$100,000 (subject to such exceptions as the General Partner permits). The Partnership reserves the right to reject any subscription for Limited Partnership.</p> <p>The Partnership does not accept any investment from any entity that is a "benefit plan investor" within the meaning of 29 C.F.R. Section 2510.3-101(f) ("Benefit Plan Investor") if, as a result, 25% or more of the value of any class of equity interests in the Partnership would be held by Benefit Plan Investors (excluding for the purposes of this determination the value of any equity interests held by the General Partner, or any other person (other than a Benefit Plan Investor) that has any discretionary authority or control with respect to the assets of the Partnership or provides investment advice for a fee with respect to such assets, or any affiliate of any such person).</p>
<b>Reports:</b>	Limited Partners will receive audited annual financial statements and quarterly account reports prepared by the Partnership.
<b>Taxes:</b>	The Partnership does not expect to be subject to Federal income tax. Potential investors should consult their own advisors about the tax consequences of investing in the Partnership. See "Certain Tax Considerations."
<b>Accountants:</b>	Kass Roland, LLC, or an independent firm of public auditors for the partnership's particular practice.
<b>Counsel:</b>	McDermott Will & Emery, LLP, or an independent attorney for the partnership's general and particular practice.
<b>Prime Broker:</b>	Goldman Sachs Clearing and Execution, or a Prime Broker as appointed by the General Partner.
<b>Back Office Accounting and Administration:</b>	Global Hedge Fund Services, or as appointed by the General Manager.